

EXHIBIT II

Peter Goodman

From: Tim McAuliffe [tmcauliffe@dreierllp.com]
Sent: Thursday, May 08, 2008 3:12 PM
To: Peter Goodman
Cc: Jeffrey Mitchell; Dana V. Syracuse
Subject: 3d Production
Attachments: Document Name.PDF

Peter--

Further to your request, attached is an email and attachment Bates stamped T 1187-90 that shows that the Con Ed Solutions contract we had previously produced is currently month to month and that no new contract has been signed.

Tim

E. Timothy McAuliffe, Jr.
Associate

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New York, NY 10022
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-----Original Message-----

From: eCopy
Sent: Thursday, May 08, 2008 3:08 PM
To: Tim McAuliffe
Subject: Scanned document from eCopy (ecopy@dreierllp.com)

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5/9/2008

Mogel, Bruce

From: John Carmichael [jcarmichael@nuenergen.com]
Sent: Monday, May 05, 2008 6:14 PM
To: Mogel, Bruce
Cc: 'Kevin Hamilton'
Subject: Manhasset Con Ed Solutions.
Attachments: Tiffany & Co contract.pdf

Hi Bruce,

I believe you were looking for the attached contract. The current disposition is that this is now rolled over to a Month to Month status, which is fine for now as we look into rolling everything into a new all encompassing start time, going forward.

John Carmichael
Director, Client Services
E-mail: jcarmichael@nuenergen.com
Phone: 866-977-0901 x806

NUENERGEN
A New Generation of Energy

5/6/2008

T 1187

11/20/2006 MON 15:19 FAX 201 391 8158

12/27/06



ELECTRICITY SALES AGREEMENT

COMMERCIAL CUSTOMER INFORMATION

Customer Name: Tiffany & Company
Billing Address: 15 Sylvan Way Attn: Eric Ziegler
Parsippany, NJ 07054

Contact Name: BRUCE MOGEL
Telephone Number: 646-428-5563

RECEIVED
12/27/06

LDC Account Number(s) Service Address(s)

See Contract Addendum 1 attached hereto and incorporated herein

Tax ID Number:

☐ Tax exempt or special tax status.
(Must provide appropriate documentation to ConEdison Solutions)

AGREEMENT FOR PURCHASE OF ELECTRICITY

By signing and returning this form to ConEdison Solutions, Customer hereby offers to purchase from ConEdison Solutions, the electric requirements for the listed account(s) at a rate(s) per kilowatt hour (kWh) specified below, for the period beginning with Customer's meter reading in December 2006 and ending with Customer's meter reading in December 2007 (the "Term").

Upon Con Edison Solutions' acceptance of Customer's offer (indicated by its signing below), Customer will be bound to receive and purchase from ConEdison Solutions, and ConEdison Solutions will be bound to provide and sell to Customer, electricity during the Term in accordance with the General Terms and Conditions set forth herein. (In this Agreement the customer is referred to as "I" or "You" or "Me" or "Your" or "Customer" and ConEdison Solutions, Inc. is referred to as "ConEdison Solutions" or "We" or "Our" or "Us".)

Con Edison Solutions is an Energy Service Company (ESCO) licensed by the Authority to offer and supply "Electric Generation Service" (i.e., energy, generation capacity, ancillary services and related costs) to retail customers under the terms and conditions of the LI Choice Program. This Agreement is subject to Customer being enrolled by Long Island Power Authority ("LIPA") in its Long Island Choice Program. Customer designates Con Edison Solutions as its agent for receiving customer billing information from LIPA, and for procuring and scheduling the transmission and ancillary services necessary to deliver Electric Generation Service purchased by you to LIPA's system. Customer hereby authorizes ConEdison Solutions to enroll Me in this Program.

Customer: TIFANY AND COMPANY

Name(Print): BRUCE R. MOGEL

Signature: [Signature]

Title: Director Retail Facilities

Date: 11/20/2006

Seller: ConEdison Solutions

Name(Print):

Signature: Jorge J. Lopez

Title: President and CEO

Date: 12-26-06

PRICING

For any account served under this Agreement, the monthly Electric Supply Charge you will pay for the Electric Generation Service provided by Con Edison Solutions will be determined by Con Edison Solutions calculating the per kWh price you would have paid to LIPA for electric supply had you remained a LIPA supply customer, based on the current LIPA tariff, including the Bill Credit, Fuel and Purchased Power Cost Adjustment and any other applicable adjustments plus a \$0.00263 per kWh charge. The Electric Supply Charges are not regulated by LIPA and depend upon this Agreement between you and Con Edison Solutions. You will also be responsible for all taxes applicable in accordance with Section 5 of this Agreement.

11/20/2006 MON 15:19 FAX 201 391 8158

0003/004



ELECTRICITY SALES AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Scope** - These terms and conditions shall apply to the purchase by you and sale by us of electricity as specified herein for the Term.

2. **Billing and Payment** - Payment is due within twenty-five (25) days from the date that an invoice is sent to you by us. Late or partial payments shall be subject to a 1.5% per month late fee or the maximum then allowable by law. Your bill will be based on monthly meter readings and we will bill you promptly after receipt of meter readings. If LIPA is unable to read your meter, LIPA will estimate your usage based on previous usage history, and later adjust it based on actual usage shown by a meter reading. We will calculate your bill based on that estimate and may later adjust your charges and issue a subsequent bill based on your actual usage obtained from a meter reading. You shall reimburse Con Edison Solutions for any collection fees we incur in collecting your outstanding invoices. In the event that you withhold any amount due, you shall notify Con Edison Solutions in writing of the reason for the dispute at the time that you pay the undisputed part of the bill.

3. **Dispute Resolution Procedures** - If you have a question or complaint regarding these terms and conditions of service, a bill issued by Con Edison Solutions, or any other dispute regarding this Agreement, you should contact Con Edison Solutions and attempt to resolve any issues with our representative. We will attempt to address any customer complaint within fifteen (15) days of its receipt. If the matter remains unresolved to your satisfaction, you may pursue any legal remedies, including bringing a dispute to Small Claims Court, if it involves an amount within its jurisdiction. If you believe that Con Edison Solutions has engaged in any unfair or unethical business practices, please call the Authority at this toll-free number, (877) ASK-LIPA or (877) 275-5472.

4. **Demand Forecasts** - You have provided to us your good faith forecast of your electricity demand for the Term in the form of the Electricity Demand Profiles. You agree to notify us in writing whenever you have reason to believe your demand will depart materially from such Electricity Demand Profiles, e.g., because of addition or reduction of equipment or usage thereof. You agree to provide good faith estimates of such departures, including revised Electricity Demand Profiles as necessary and cooperate with us to minimize the effects of such departures on our ability to supply all our customers' needs.

5. **Taxes and Taxes** - Unless we notify you otherwise, title in the electricity sold hereunder shall pass from us to you when it is delivered to LIPA. Taxes set forth herein include transportation in LIPA. You shall be responsible for, and shall reimburse Con Edison Solutions for, any transfer, sales or other taxes and related charges, however designated, imposed upon the transfer of title or the transporting or delivering of electricity, and such tax will be separately stated on your bill, unless prior to execution of this Agreement, you have given us applicable, valid tax exemption certificates.

6. **Force Majeure** - Except for your obligation to make payments when due, neither Party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" means occurrences beyond a Party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of terrorism, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage, and actions of any governmental authority or LIPA which result in conditions, limitations, rules, or regulations that materially impair either Party's ability to perform hereunder. The affected Party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.

7. **Limitation of Liability** - Con Edison Solutions' liability in connection with this Agreement shall in no event exceed the difference between the actual price of replacing any undelivered electricity from LIPA, or if not available from LIPA, from such other supply as You, in your reasonable discretion may select, and its price under this Agreement. Neither Party shall be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, interest, or punitive damages for claims arising under this Agreement.

8. **No Warranty** - We agree to pass through any warranty we get from our electricity suppliers, to the extent we are permitted to do so. Except as expressly set forth herein, Con Edison Solutions makes, and you receive, no warranty, express, implied, or statutory, and Con Edison Solutions specifically disclaims any warranty of merchantability or fitness for a particular purpose.

9. **Agreement Termination or Cancellation** - a. **Termination by the Authority** - In recognition of the Authority's responsibility to set the terms and conditions of the LI Choice Program, you and Con Edison Solutions agree that if the Authority cancels the LI Choice Program, this Agreement will terminate.

b. **Termination by Customer** - You may terminate this Agreement before the end of the Term upon thirty (30) days written notice and payment to Con Edison Solutions of all outstanding charges (including any late payment fees) for electricity and payment of an early termination fee applied to your final service bill, equal to ten percent (10%) of Con Edison Solutions' good faith estimate of your Electric Generation Service bill (including in the Term). You may terminate this Agreement before the end of the Term without paying any termination fee or the penalty on written notice if we are in material default of any of our obligations under this Agreement and such default continues for thirty (30) days after we receive written notice from you or if there are material changes to the LI Choice Program terms. You shall remain responsible for payment of all outstanding charges for electricity delivered and service rendered prior to the effective date of termination of this Agreement.

c. **Termination by Con Edison Solutions** - Con Edison Solutions reserves the right to terminate service under this Agreement (i) for non-payment or (ii) upon any other material default of any of your obligations under this Agreement, provided such default is not cured within forty five (45) days after you receive written notice from us. In the event that service is terminated pursuant to this Section, you shall pay, upon being billed, all outstanding balances, the early termination fee, and any other reasonable costs incurred by Con Edison Solutions. We will notify both you and LIPA of such action at least 15 days prior to the effective date of termination and, unless you choose another supplier, your electricity will be provided by LIPA under its standard tariff.

d. **Cancellation of service in specific accounts** - In the event LIPA is unable to read any of your meters for three (3) months in a row due to no fault of Con Edison Solutions, Con Edison Solutions may cease service with respect to the individual accounts served by such meters but shall continue to serve the remaining accounts covered under this Agreement and this Agreement shall not terminate. With respect to the accounts for which service has been so ceased, you shall pay, upon being billed, all outstanding balances based upon estimates of your usage prepared by Con Edison based upon historical usage at such the affected facilities.

10. **Expiration of Agreement** - This Agreement expires on the date of Your December 2007 meter reading.

11. **General Provisions** - We will keep confidential any other information pertaining to you we collect in the course of providing you service. The terms and conditions of this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the Parties provided, however, that neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any purported assignment without such consent shall be void. This Agreement sets forth the entire agreement between the Parties respecting this subject matter, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either Party unless in writing and signed by authorized representatives of both Parties. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without recourse to such state's choice of law rules. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction and both Parties agree to comply with all such applicable laws, orders, rules and regulations. In the event that changes in any such laws, orders, rules, or regulations have the effect of increasing our cost of electricity, we reserve the right to adjust the prices set forth herein to pass through such cost increases.

MAY. 6. 2008 11:50AM Tiffany & Co. TIFFANY & CO. LEVITT NO. 350 P. 5/6/08

11/20/2006 MON 15:19 FAX 201 591 8158

12/04/08

CONTRACT ADDENDUM 1 FOR Tiffany & Company
(12/1/2006 to 12/1/2007)

LIPA- 5807322205

Service Address: TIFFANY & COMPANY
1560 NORTHERN BLVD
MANHASSET, NY 11030

Price Type Product Key
Indexed Total Billed

Value
0.00253 (FD)

Billing Address: Tiffany & Co
15 Sylvan Way Apt. Etc Ziegler
PARSONS, NJ 07054
Load Factor
0.495

Usage Type
FP

LIPA- 3027104506

Service Address: TIFFANY & CO
151 FRANKLIN ST
HAMPTON, NY 11937

Price Type Product Key
Indexed Total Billed

Value
0.00253 (FD)

Billing Address: Tiffany & Co
15 Sylvan Way Apt. Etc Ziegler
PARSONS, NJ 07054
Load Factor
0.4036

Usage Type
FP

10/11/2005 35785

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